



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Gary Lee Scheetz and Lakeview Kennels, Inc., with reference to the following facts:

1. At all times mentioned herein, Gary Lee Scheetz and Lakeview Kennels, Inc. operated as a Class A Breeder under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 40640 274th Street, Parkston, SD 57366.
2. APHIS has documented evidence of Gary Lee Scheetz and Lakeview Kennels, Inc.'s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Gary Lee Scheetz and Lakeview Kennels, Inc.'s failure to provide adequate veterinary care and husbandry to dogs as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Gary Lee Scheetz and Lakeview Kennels, Inc. have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Gary Lee Scheetz and Lakeview Kennels, Inc. admit that the Secretary of Agriculture has jurisdiction in this matter, and waive oral hearing and further procedure. Gary Lee Scheetz and Lakeview Kennels, Inc. neither admit nor deny the findings in paragraph 2.
6. Gary Lee Scheetz and Lakeview Kennels, Inc. consent and agree to the following:
  - a. Gary Lee Scheetz and Lakeview Kennels, Inc. agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises,



regardless of ownership, within twelve (12) weeks from the date Gary Lee Scheetz and Lakeview Kennels, Inc. sign this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dogs that Gary Lee Scheetz or Lakeview Kennels, Inc. hold at the time Gary Lee Scheetz and Lakeview Kennels, Inc. sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Gary Lee Scheetz to retain a reasonable number of dogs that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where Gary Lee Scheetz lives allow him to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of Gary Lee Scheetz and Lakeview Kennels, Inc.'s facility within twelve (12) weeks from the date Gary Lee Scheetz and Lakeview Kennels, Inc. sign this Settlement Agreement to verify compliance with paragraph (a) above. Gary Lee Scheetz and Lakeview Kennels, Inc. shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventory. Gary Lee Scheetz and Lakeview Kennels, Inc. shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Gary Lee Scheetz and Lakeview Kennels, Inc. sign this Settlement Agreement.

e. As of the date Gary Lee Scheetz and Lakeview Kennels, Inc. sign this Settlement Agreement, AWA license 46-A-0019 is hereby revoked.

f. Gary Lee Scheetz and Lakeview Kennels, Inc. and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are permanently disqualified from (a)



obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 40640 274th Street, Parkston, SD 57366.

7. Gary Lee Scheetz and Lakeview Kennels, Inc. consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Gary Lee Scheetz and Lakeview Kennels, Inc. based upon the non-compliant items documented at 40640 274th Street, Parkston, SD 57366, in connection with animal welfare investigation SD130001-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Gary Lee Scheetz and Lakeview Kennels, Inc.'s agreements and actions described in paragraph 6 above, and the promises and admissions of Gary Lee Scheetz and Lakeview Kennels, Inc. set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Gary Lee Scheetz and Lakeview Kennels, Inc. in connection with the alleged AWA violations documented in animal welfare investigation SD130001-AC.

APHIS and Gary Lee Scheetz and Lakeview Kennels, Inc. warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.





Gary Lee Scheetz and Lakeview Kennels, Inc.

GARY LEE SCHEETZ

Signature

Date: 4-1-13

LAKEVIEW KENNELS, INC. (BY ITS PRESIDENT GARY LEE SCHEETZ)

Signature:

Date: 4-1-13

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature:

Robert J. [Redacted]

Director

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

Date: 4/9/2013